

**REMARKS**

Applicant respectfully requests reconsideration and allowance of the above-identified application in view of the above amendments and the following remarks. Claims 1-14, 16-27, and 30-31 are pending in the present application. By this amendment, claim 15 has been canceled; and claims 1, 3, 4, 13, 16-18, 20-23, 27, 30, and 31 have been amended.

No new matter has been added. Support for the amendments to claims 1, 30 and 31 are discussed below with respect to Figs. 7 and 10. Claim 3 has been redacted to remove redundancies due to the amendment of claim 1. Claim 4 and 13 have been updated to address changes to claim 1. **The amendment to claim 16 only places claim 16 in independent form.** Claim 15 has been canceled. Claims 16-18, 20-23, 27 have been amended to depend on claim 16, since claim 15 has been canceled.

**Rejection of Claims 1-27 and 30-31 Under 35 U.S.C. § 112**

Claims 1-27 and 30-31 have been rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The Office Action specifically states that the specification does not support the amendment that specifies "copies of said sub-copy locked content data can be made only by other clients connected to said hub network."

A Claim 1, 30 and 31 have been amended to overcome the rejection under 35

U.S.C. § 112.

Claim 1 has been amended to clearly identify the sub-copy licenses and sub-copy versions. Specifically, claim 1 has been amended as follows:

A method of acquiring a license in a hub network,  
comprising:

- (a) sending a license request from a client to a server;
- (b) sending a connection confirmation from said client to said server; and
- (c) receiving a sub-copy license at said client from said server in response to said license request;
- (d) wherein said license request identifies a sub-copy version of content stored on said client, said sub-copy version including sub-copy locked content data,
- (e) wherein said sub-copy version is a copy of a source version of content, the source version being a source for generating the sub-copy version of content which is provided to the client through the hub network when client is connected to the server, and
- (f) wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network.

(Limitation designators added for easy reference)

The unsupported subject matter cited by the Office Action of "said sub-copy locked content data of a bound instance are made only by clients connected to said hub network," has been removed from the claim. Similar amendments have been made to claims 30 and 31.

B. The Office Action fails to illustrate lack of written description within the meaning of 35 U.S.C. § 112 with respect to claim 16.

"The purpose of the 'written description' requirement is broader than to merely explain how to 'make and use'; the applicant must also convey with reasonable clarity to those skilled in the art that, as of the filing date sought, he or she was in possession of the invention." *Vas-Cath Inc. v. Mahurkar*, 19 USPQ2d 1111, 1117 (Fed. Cir. 1991). See also M.P.E.P. §2163.02.

"How the specification accomplishes this is not material. It is not necessary that the application describe the claim limitations exactly, but only so clearly that persons of ordinary skill in the art will recognize from the disclosure that the [Applicant] invented [the claimed invention]. The primary consideration is factual and depends on the nature of the invention and the amount of knowledge imparted to those skilled in the art by the disclosure." *In re Wertheim*, 262, 191 USPQ 90, 96 (CCPA 1976) (Citations Omitted, emphasis added).

Whenever the issue arises, the fundamental factual inquiry is whether the specification conveys with reasonable clarity to those skilled in the art that, as of the filing date sought, applicant was in possession of the invention as now claimed. See, e.g., *Vas-Cath, Inc. v. Mahurkar*, 935 F.2d 1555, 1563-64, 19 USPQ2d 1111, 1117 (Fed. Cir. 1991).

"The subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement." MPEP § 2163.02

As set forth in the case law and the MPEP, the written description requirement only requires that the Application provide general support for the claims: there is no requirement that the specification literally recite each element of each claim. Beginning at Fig. 5, the specification makes it clear that sub-copies of bound instances are stored on clients. Furthermore, the specification provides that clients are the only entities capable of playing the digital content. Even if the case where a device is both a client and a server, a client component is necessary for the playback. Paragraph [0194], and various other portions of the specification clearly limit the transmission of instances (i.e., discrete.

bound and sub-copy) to compliant devices that maintain the secure transmission paradigm of the disclosed embodiments. Furthermore, at paragraph [0205], the specification recites that “[i]n one] implementation, the server creates the new sub-copy version directly on the client.” Accordingly, it is not a significant step for “said sub-copy locked content data of a bound instance [to be] made only by clients connected to said hub network,” given that the server may directly transmit the sub-copy versions to the clients for storage and the clients are the only network components allowed to obtain copies of the digital content (i.e., bound instances and sub-copy instances).

Therefore, it is submitted that claim 16 meets the written description requirement of 35 U.S.C. § 112.

Accordingly, it is submitted that the rejection of claims 1-27 and 30-31 based upon 35 U.S.C. § 112 has been overcome by the present remarks and withdrawal thereof is respectfully requested.

**Rejection of Claims 1, 3-5, 7-15, 17-27 and 30-31 Under 35 U.S.C. § 112**

Claims 1, 3-5, 7-15, 17-27, and 30-31 stand rejected under 35 U.S.C. §102(e) as being anticipated by Novak (U.S. Patent Application No. 2003/0097655, hereinafter referred to as “Novak”).

Claim 1, as amended, recites:

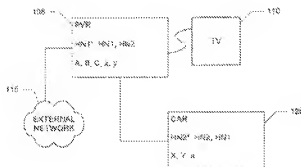
A method of acquiring a license in a hub network,  
comprising:

- (a) sending a license request from a client to a server;
- (b) sending a connection confirmation from said client to said server; and

- (c) receiving a sub-copy license at said client from said server in response to said license request;
- (d) wherein said license request identifies a sub-copy version of content stored on said client, said sub-copy version including sub-copy locked content data,
- (e) wherein said sub-copy version is a copy of a source version of content, the source version being a source for generating the sub-copy version of content which is provided to the client through the hub network when client is connected to the server, and
- (f) wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network.

(Limitation designators added for easy reference)

A. Novak fails to teach or suggest both "...said source version is bound to the hub



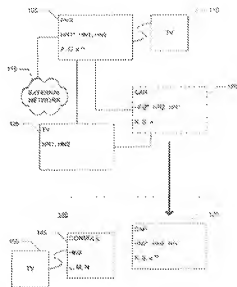
network and stored on said server,  
and said sub-copy version is bound to  
members of said hub network."

Novak fails to teach or  
suggest "wherein said source version  
is bound to the hub network and

stored on said server, and said sub-copy version is bound to members of said hub network".

By example, Figs. 7 and 10 of the present application illustrate the distinction between clients which are members of a Hub Network and clients which are connected to a Hub Network (See Pub. No. 2004/0117483). Fig. 7 (above-left), and the corresponding

portion of the specification, introduce Car 120 as a client of Hub Network HN1 and HN2, and a Server of Hub Network HN2\*. Once Car 120 becomes a member of Hub Network HN1, it need not remain connected to Hub Network HN1 to remain a member of Hub network HN1. For example, in Fig. 10 (below), Car 120 disconnects from Hub Network HN1 by leaving the vicinity of PVR 105, which is the server for Hub Network HN1. However, Car 120 still remains a member while disconnected. Similarly, PVR 105 remains a member which Car 120 is a server.



Novak fails to teach or suggest that both "...said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network."

Novak discloses a digital content distribution system. The Office Action cites paragraph [0099] of Novak as disclosing this feature of claim 1. Paragraph [0099] of Novak recites:

[0099] The STB 102 then receives (or may have previously received) a segment 418 of digital content 404 from content source 420. The content source 420 may be embodied as a server in communication with the STB 102 via the network connection 408. For instance, the content source 420 may be located within a broadcast center 110 or may be a separate server accessible via the network 101 or the Internet 112. As described more fully below, the content source 420 may also be physical media.

The cited portion of Novak fails to identify that “the source version is bound to the hub network and stored on said server”. Instead, in Novak, the content stored on the server has no specific association with the network of servers and clients, i.e., it is not “bound”.

This differs from the example embodiments in the present application. The example embodiment, at paragraph [0031], illustrates that the source version (referred to as the bound instance) is bound to a given hub network. Sub-copies are generated using the bound instance as the “source version.” These sub-copies are also bound to the Hub Network.

Novak fails to teach or suggest an instance where both “....said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network.”

*B. Novak fails to teach or suggest “said sub-copy version is bound to members of said hub network.”*

The Office Action cites paragraph [0100] of Novak as disclosing the feature of “said sub-copy version is bound to members of said hub network.” Paragraph [0100] of Novak recites:

[0100] Embodiments in which the digital content 404 resides on content source 420 accessible via the network connection 408 provide a number of benefits for a user 402. For example, the user 402 need not store and organize physical media storing the digital content 404. The user 402 may simply access licensed digital content 404 from any device, e.g. STB 102, connected to the network 101. In addition, the user 402 may store the digital content 404 on

physical media such as CDs, DVDs, or a storage device 310 of the STB 102. However, if the physical media are destroyed, misplaced, or damaged, the user 402 may still access digital content 404 for which the user 404 owns a license 411. The digital content 404 may be accessed to make a replacement copy of the original physical media. Thus a user 402 may easily manage large libraries of digital content 404 and provide back-up copies when needed.

In the above passage, Novak clearly discloses that "the user 402 may store the digital content 404 on physical media such as CDs, DVDs...." The copying of the digital content onto CDs and DVDs clearly allows the Novak device to remove the digital content from the "network." Therefore, copying digital content onto CDs and DVDs contradicts the claimed feature that "said sub-copy version is bound to members of said hub network."

Since Novak specifically allows users to remove content from the network by writing the digital content onto optical discs, Novak fails to teach or suggest the claimed feature of "said sub-copy version is bound to members of said hub network." Nowhere does Novak suggest that the optical discs are compliant devices. As such, Novak specifically provides a mechanism to backup and manage digital content onto non-secure devices. By contrast, the example embodiment in the present application discloses a mechanism whereby digital content is bound to hub network members. This feature is presented in claim 1, which recites that "said sub-copy version is bound to members of said hub network."

Therefore, Novak fails to disclose that "said sub-copy version is bound to members of said hub network."



Based on the above discussions, claim 1 is allowable over Novak. Since amended independent claims 30 and 31 recite similar limitations as recited in claim 1, claims 30 and 31 are allowable over Novak. Since claims 4-5 and 7-14 depend on claim 1, claims 4-5 and 7-14 are allowable over Novak.

Claim 15 has been canceled. Claims 17-27 also overcome Novak as they now depend on claim 16.

Accordingly, it is submitted that the rejection of claims 1, 3-5, 7-15, 17-27 and 30-31 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

**§103 Rejection of Claims 2, 6 and 16**

Claims 2, 6 and 16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Novak, in view of Molaro (U.S. Patent Publication No. 2004/0139027, hereinafter referred to as "Molaro").

**d. Claims 2, 6, and 16 overcome the rejection under 35 U.S.C. § 103(a) in light of 35 U.S.C. § 103(e).**

Claim 16 has been only amended to place the claim in independent form. Therefore, the amendment to claim 16 does **not contain new subject matter** or otherwise require new search or consideration.

MPEP §§ 706.2 recites:

*a reference used in an anticipatory rejection under 35 U.S.C. 102(e), (f), or (g) is not disqualified as prior art if evidence is provided to show \*\*>that the*

*reference is disqualified under 35 U.S.C. 103(c). Generally, such a reference is only disqualified when:*

*(A) proper evidence is filed,*

*(B) the reference only qualifies as prior art under 35 U.S.C. 102 (e), (f) or (g) (e.g. not 35 U.S.C. 102(a) or (b)); and*

*(C) the reference was used in an obviousness rejection under 35 U.S.C. 103(a).*

*Applications and patents will be considered to be owned by, or subject to an obligation of assignment to, the same person, at the time the invention was made, if the applicant(s) or an attorney or agent of record makes a statement to the effect that the application and the reference were, at the time the invention was made, owned by, or subject to an obligation of assignment to, the same person(s) or organization(s).*

All rejections are allegedly based on 35 U.S.C. § 103(a), but in fact are found on 35 U.S.C. § 103 through 35 U.S.C. § 102(e). These rejections are not believed to be apt for the reasons that follow.

Specifically, this application was filed on October 15, 2003 based on a Provisional Application filed on December 17, 2002. It was assigned to Sony Corporation (and Sony Pictures Entertainment Inc.) by the inventors. The original assignment (for this application 10/686,686) was executed by the inventors on October 14, 2003 and filed with the U.S.P.T.O. on October 15, 2003. However, it appears (from the Notice of Recordation) the assignment was recorded with wrong Application No. 10/686,668. A copy of the assignment submitted on October 15, 2003 (along with the

Notice of Recordation received from the U.S.P.T.O.) is attached herewith.<sup>1</sup> Accordingly, this Application was and is assigned to Sony Corporation.

Thereafter, it appears the U.S.P.T.O. incorrectly assigned the present application (Application No. 10/686,686) to "VIA TELECOM CO., LTD., C/O CARD CORPORATE SERVICES, LTD" (Application No. 10/686,685) on November 24, 2003. However, it appears the assignment of November 24, 2003 was the result of a typographical error by the U.S.P.T.O. and is therefore null and void. A copy of the assignment submitted by VIA TELECOM on November 24, 2003 (along with the Notice of Recordation obtained from the U.S.P.T.O.) is attached herewith. Clearly evident is the fact that the assignment was not provided by any attorney of record, not signed by the inventors, nor signed by an Officer of Sony Corporation. Also evident of a typographical error is the similarity of the application number (only one last digit difference). At the time of the Office Action, the present application was still wrongly assigned to VIA TELECOM. However, it is clear from the record that the prior assignment, executed on October 14, 2003 and filed on October 15, 2003, is the only valid assignment.

The relied upon PG. Pat Pub. 2004/0139027 to Molaro published on July 15, 2004 (after this application was filed). Thus, PG. Pat Pub. 2004/0139027 to Molaro, assigned on its face to Sony Corporation, was co-pending with this application and assigned to the same assignee as this application. Accordingly, all rejections relying on PG. Pat Pub. 2004/0139027 to Molaro under section 103 cannot stand. Thus, the present application

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<sup>1</sup> Applicant has notified the Assignment Division of the U.S.P.T.O., and is correcting the U.S.P.T.O.'s error with respect to the assignment of this Application.

was filed on October 15, 2003, and the present application and Molaro were commonly owned by Sony Corporation at the time the invention of the present application was made. According to 35 U.S.C. §103(c) and MPEP §706.02(1) (1), Molaro is disqualified as prior art for the purpose of a rejection under 35 U.S.C. §103.

Accordingly, claim 16 is allowable.

Similarly, claims 2 and 6 are also allowable as they contain subject matter rejected under Molaro.

Accordingly, it is submitted that the rejection of claims 2, 6 and 16 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Should the Office choose to sustain a rejection of claim 16 on new grounds, a **new non-final office action is requested**, since the invalid assignment was the result of an error on the part of the U.S.P.T.O.

CONCLUSION

In view of the foregoing, applicants respectfully request reconsideration of claims 1-14, 16-27, and 30-31 in view of the amendments and remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

Dated: 12-21-09

By: 

Samuel S. Lee  
Reg. No. 42,791

Procopio, Cory, Hargreaves & Savitch LLP  
530 B Street, Suite 2100  
San Diego, California 92101-4469  
Phone: (619) 525-3831  
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Attachments: Valid Assignment of October 15, 2003

Invalid Assignment of November 24, 2003

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Mich F. Singer  
Brian D. Lakamp

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Name: Sony Pictures Entertainment Inc.  
Internal Address:  
Street Address: 18202 West Washington Boulevard  
City, State, Zip: Culver City, California 90232  
Name: Sony Corporation  
Internal Address:  
Street Address: 7-35 Kitashiragawa, 6-chome,  
City: Shinagawa-ku, Tokyo 141  
Country: Japan

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment  
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Execution Date(s): October 14, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: October 14, 2003

Entitled: LICENSE MANAGEMENT IN A MEDIA NETWORK ENVIRONMENT

A. Patent Application No. (s) filed

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

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Internal Address: FROMMER LAWRENCE & HAUG LLP  
Street Address: 745 FIFTH AVENUE  
City: NEW YORK State: N.Y. Zip: 10151

6. Total number of applications and patents involved

1

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ASSIGNMENT

WHEREAS, I, as below named inventors, residing at the addresses stated next to our names, am a sole inventor (if only one name is listed below) or a joint inventor (if plural names are listed below) of certain new and useful improvements in LICENSE MANAGEMENT IN A MEDIA NETWORK ENVIRONMENT for which application for Letters Patent of the United States of America was executed by me on the date indicated next to my name and address;

AND WHEREAS, SONY PICTURES ENTERTAINMENT INC., a Delaware corporation, with offices at 10202 West Washington Boulevard, Culver City, California 90232, and SONY CORPORATION, a Japanese corporation, with offices at 7-35 Kitashinagawa 6-Chome, Shinagawa-Ku, Tokyo 141, Japan (hereinafter referred to as ASSIGNEES) are desirous of acquiring all interest in, to and under said invention, said application disclosing the invention and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as a sole or joint inventor as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEES, their successors, assigns, and legal representatives, the entire right, title and interest in the said invention, said application, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEES, as the assignees of the whole right, title and interest thereto;

And I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEES or their designee(s), as ASSIGNEES or their successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

And I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of any Letters patent which may be granted for my aforesaid invention, as the ASSIGNEES thereof shall hereafter require and prepare at its own expense;

And I further agree that ASSIGNEES will, upon their request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto;

And I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

And I hereby authorize and request my attorney(s) of record in this application to insert the serial number and filing date of this application in the spaces that follow: Serial Number: \_\_\_\_\_, Filing Date: \_\_\_\_\_

This assignment executed on the dates indicated below.

Mitch F. Singer

Name of first or sole inventor

Los Angeles, CA

Residence of first or sole inventor

Signature of first or sole inventor

10/14/03  
Execution date of U.S. Patent Application

10/14/03  
Date of this assignment

Brian D. Lakamp

Name of second inventor

10/14/2003

Execution date of U.S. Patent Application

Malibu, CA

Residence of second inventor



Signature of second inventor

10/14/2003

Date of this assignment



11/24/03  
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Amad C. Muertiro and Leticia Young

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Internal Address:

Street Address: Zephyr House, Mary Street, P.O. Box 709  
City: George Town State: Grand Cayman, Cayman Islands,  
British West Indies

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a. Patent Application No(s): 10/686,665

b. Patent No(s):

c. If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Martin J. Jaquez, Esq.

Internal Address: JAQUEZ &amp; ASSOCIATES

Street Address: 750 B Street, Suite 2640

City: San Diego State: CA ZIP: 92101

## 7. Total fee (37 CFR 3.41): \$40.00 (credit card)

(X) Please charge our Deposit Account No. 50-0490 for additional fees which may be required or credit our account for any overpayment. (A copy of this page is attached for this purpose).

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ASSIGNMENT

WHEREAS, we, Anand C. Monteiro of 9529 Vista Secunda, San Diego, CA 92129, U.S.A. and Linley Young of 12495 Pathos Lane, San Diego, CA 92129, U.S.A., hereinafter referred to as the Assignors, are the inventors of certain new and useful improvements in a "FLOW CONTROL FOR INTERFACES PROVIDING RETRANSMISSION"

[ ] for which an application for a United States Patent is attached hereto; and

[X] for which an application for a United States Patent was filed on October 15, 2003, and assigned U.S. Application No.10/686,685, and

WHEREAS, VIA Telecom Co., Ltd., hereinafter referred to as the Assignee, of c/o CARD Corporate Services, Ltd., Zephyr House, Mary Street, P.O. Box 709, Grand Cayman, British West Indies, a British West Indies company, is desirous of acquiring the entire right, title and interest in and to said new and useful improvements and in and to said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said Assignee, the entire right, title and interest in and to said new and useful improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said Assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.


AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said new and useful improvements, said application and said Letters Patent to said Assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said Assignee or to its nominee all known facts respecting said new and useful improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said new and useful improvements in any and all countries.

DOCKET NO.: VIA-021-PAP  
Appln. No.: 10/686,685  
Filed: October 15, 2003

PATENT

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said new and useful improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.


Nov 14, 2003  
Date

  
Anand Monteiro

Nov. 14, 2003  
Date

  
Witness

Nov 14, 2003  
Date

  
Linley Young

Nov 14, 2003  
Date

  
Witness